

## **Land Use Covenant of The Chestnut Hill Development Association**

1. Not more than one private dwelling house or residence and a garage solely for the use of the owner or occupier thereof shall be erected or placed upon any one of the lots conveyed herein. Such house or residence shall never be used or occupied for any purpose except for that of a private residence exclusively, nor shall any part of portion thereof ever be used or occupied except solely as a single family residence, nor shall any lot or any part thereof ever be used or occupied for trade, business or professional purposes of any kind whatsoever, nor shall any signs or other displays of a commercial nature be erected, with the exception of one sign or not more than five square feet to advertise the property for sale, or by a builder to advertise the property during construction and sales period.
2. No private dwelling house, residence, garage, fence, wall, or other structure shall be commenced, erected, or maintained on any of the lots hereby conveyed, nor shall any addition to or change or alterations therein be made until and unless the plans and specifications, showing the nature, kind, shape, height, materials, construction details, floor plans, color scheme, elevation, grade, location and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to an approved in writing the Grantors and a copy thereof, as finally approved, filed permanently with the Owners of the Chestnut Hill Association<sup>1</sup>.

Grantors shall have the right to refuse to approve any such plans or specifications or grading plan which will not be suitable or desirable in their opinion for aesthetic or other reasons, and in passing upon such plans, specifications, or grading plans, they shall have the right to take into consideration the suitability of the proposed dwelling house, residence, garage, or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the private dwelling house, residence, garage or other structure as planned, to the adjacent property and to the outlook of the adjacent or neighboring property. The Grants shall notify Grantees of their approval or

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<sup>1</sup> "Grantors" shall be identified as a committee approved by vote of the Association for purposes of upholding the Covenants of the Association. Current members are listed in the Chestnut Hill Directory.

- disapproval within 15 days after plans and specifications have been submitted.
3. All private dwelling houses and residences constructed on any of the lots hereby conveyed in the sub-division known as Chestnut Hill shall contain not less than 1300 square feet of interior livable floor area exclusive of basement, garages, porches, breezeways, carport or unfinished area.
  4. All buildings or parts thereof shall be constructed so as to comply with the minimum set-back lines as established on said plat; in addition, no residence shall be located within ten (10) feet of the side or within fifteen (15) feet of the rear boundaries of any lot except that garages and permitted detached buildings may be constructed at a distance of not less than three (3) feet from side or rear lot boundaries.
  5. No cattle, horses, hogs, or other livestock and no poultry shall be kept on or maintained on or about said premises, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
  6. The Grantors' covenant membership agree that all conveyances of lots in the aforesaid subdivision shall be conveyed subject to the same covenants and restrictions herein contained except as to Lots No. 1 in Block A, and Lots Nos. 6, 7, and 8 in Block C.
  7. If any of the foregoing covenants, agreements, conditions, restrictions or charges be violated, the Grantors, or the owner or owners of any lot or lots laid down on said plat, his, her, its, or their heirs, personal representatives or assigns, upon failure of the Grantees to abate such violation within thirty (30) days after receipt of written notice to abate, may abate such violations at the expense of the Grantees, their heirs, personal representatives or assigns, without liability in any action or suit for entry upon said premises or for such abatement.
  8. The Grantor retains the right to readjust the lines of said plat of Chestnut Hill to provide for special requirements of possible purchasers, it being understood that no increase in the total number of lots is to be made by this arrangement except by written permission of ninety (90) percent of the property holders in the Chestnut Hill development on the street on which such division is contemplated.
  9. The covenants, agreements, conditions, restrictions, and charges herein contained shall be in perpetuity and run with and be binding upon the land hereby conveyed and shall inure to the benefit of and be enforceable by the Grantors, or the owner, or owners, of any lot or lots, hereinbefore described, their respective successors, heirs, personal representatives, or assigns. The failure to by the Grantors or any landowner to enforce any

- restrictions, agreements, conditions, covenants, or charges herein contained shall, in no event, be deemed a waiver of the right to do so thereafter as to the same breach, or to one occurring prior or subsequent thereto.
10. In the event, the grantor herein conveys twenty (20) lots designated on the aforesaid plat to individual owners, then the owners of said lots shall elect one of said owners who is a resident of Chestnut Hill to serve with the grantors in the exercise of the powers set forth in Number two above, and upon conveyance of all of said lots shown in the aforesaid plat by the Grantors herein, then the owners of said lots shall elect two competent and qualified persons, both of whom shall be owners of lots shown on the aforesaid plat. The persons so elected shall exercise all of the rights and powers reserve by or delegated to the Grantors in Number two above.

### **References**

1. Deed from Frederick W. Hassler and Frances F. Hasler, his wife, to Clayton C. Calloway and Madlyn B. Calloway, his wife, dated June 18, 1964, recorded among the Land Records for Wicomico County, in Liber JWTS No. 585, Folio 543.
2. Plat entitled "Chestnut Hill", Clayton C. Calloway, Owner and Developer, made by Schafer and Hampshire, Surveyors, dated November, 1964, recorded among the Land Records for Wicomico county, Maryland, in Liber JWTS No. 599, Folio 17.